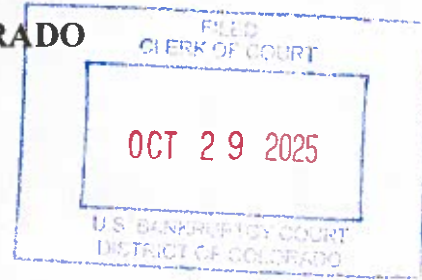


**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO**



In re:

Astra Veda Corporation,

Debtor.

Case No. 25-14283-KHT

Chapter 7

SUPPLEMENTAL STATEMENT, REBUTTAL, AND DECLARATION OF JAMES MICHAEL DAVIS CLARIFYING FIDUCIARY CONDUCT AND ADDRESSING THE RESPONSE AND DECLARATION FILED BY BALLISTIC BARRIER PRODUCTS INC.

In Support of Objection and Motion for Protective Order
(Relating to BBP and Baszucki Rule 2004 Motions, Dkts. 12, 16, 23, 26)

James M. Davis, appearing pro se, respectfully submits this Supplemental Statement in advance of the October 29, 2025, hearing to clarify the factual and legal foundations of his fiduciary authority and to demonstrate that the pending Rule 2004 motions are overbroad, duplicative of state-court discovery, and inconsistent with the governing Delaware law of Ballistic Barrier Products, Inc. ("BBP").

I. Introduction

Ballistic Barrier Products, Inc. ("BBP") has alleged that James Michael Davis's initiation of Astra Veda Corporation's ("Astra") Chapter 7 petition was self-serving and that his subsequent conduct reflects inconsistency or evasion. The record and governing law prove otherwise. This response clarifies the good-faith foundation of the filing, corrects factual distortions advanced by BBP's counsel, and demonstrates Mr. Davis's ongoing transparency and cooperation.

II. Davis's Fiduciary and Creditor Roles Are Distinct and Lawful

Mr. Davis acted in two lawful capacities prior to the filing:

- a) As contractual fiduciary of Astra Veda Corporation through Penobscot Enterprises International, Inc. ("PEI"); and

- b) As an unsecured creditor owed compensation and reimbursements after Astra ceased payments in November 2023.

When Astra became insolvent and leaderless, Mr. Davis—still custodian of corporate records—retained a residual fiduciary duty to preserve assets. Courts recognize this authority when no other management exists to protect creditors. *See Commodity Futures Trading Comm'n v. Weintraub*, 471 U.S. 343 (1985); *In re North Star Contracting Corp.*, 125 B.R. 368 (S.D.N.Y. 1991).*

III. The Chapter 7 Filing Was Procedurally Proper and in Good Faith

Astra's petition was filed solely to protect the estate, creditors and enable Trustee oversight.

- Control of all assets and decisions passed to Trustee Harvey Sender upon filing, eliminating any possibility of self-dealing and manipulations by Todd Baszucki and his associates Brian Walton and Jeff Christensen.
- Mr. Davis's creditor claim is subject to the same scrutiny and priority hierarchy as every other creditor's claim.

Good faith is determined by purpose, not identity. Filing to preserve records, centralize creditor claims, and ensure transparent liquidation is a textbook example of fiduciary prudence.

See In re Ionosphere Clubs, Inc., 113 B.R. 164 (S.D.N.Y. 1990); *In re King Ctr. Redevelopment Co.*, 84 B.R. 36 (Bankr. N.D. Ga. 1988).

IV. Governance Revision and Subsequent Asset Sale (2023–2024)

In February 2023, after being informed months earlier by Davis that BBP was expending capital at an unsustainable rate and following their review of the March 31, 2021 Terms and Conditions and May 6, 2021 Resolutions, Andrew Daniel Finch and Ronald Gene Egres Jr., with the influence and participation of Todd Baszucki, set aside the existing governance framework and undertook to rewrite BBP's governing documents. In doing so, they designated themselves as corporate officers and displaced Astra Veda Corporation's established fiduciary role created under Delaware law. At that time, Ballistic Barrier Products, Inc. remained bound solely by the fiduciary and contractual authority of James M. Davis, acting pursuant to the March 31, 2021 Terms and Conditions and the May 6, 2021 Resolutions. No shares had yet been lawfully issued, and therefore no other party possessed voting, ownership, or managerial rights within the meaning of Delaware corporate law.¹

¹ Under *Delaware General Corporation Law* §§ 141(a) and 152–153, corporate powers and stock issuances may be exercised only by a duly authorized board of directors or its lawful delegate. Until shares are issued for valid consideration and recorded, no ownership or voting rights attach to any person or entity. As incorporator and contractual fiduciary under the March 31 2021

The internal governance changes implemented in February 2023 disrupted BBP's prior fiduciary alignment and created uncertainty over the corporation's control and capitalization structure. As the company's spending accelerated and no verified capital replacement plan emerged, the financial strain extended to Astra Veda Corporation and its affiliates, which had continued to provide operational and legal support under the earlier agreements. In this environment of fiscal instability, Todd Baszucki, acting in coordination with Brian Walton, developed a private funding arrangement in early 2024 intended to stabilize BBP and satisfy Astra's outstanding judgment obligations. This arrangement, culminating in the February 2024 payment that resolved the *Eppinga v. Astra Veda Corporation* judgment, effectively replaced formal capitalization with ad-hoc financing and marked the beginning of the financial sequence that led to Astra's eventual insolvency and Chapter 7 filing.

a) 2024 Funding Arrangement and Payment of the Eppinga Judgment

In early 2024, following months of escalating financial distress, Todd Baszucki and Brian Walton arranged a privately structured payment of approximately \$1,000,000 to satisfy the Wyoming Fourth Judicial District judgment in *Eppinga v. Astra Veda Corporation*. The funds used for this payment did not originate from Astra Veda Corporation or any past subsidiaries. Rather, they were generated through an asset-sale transaction in which Mr. Baszucki, through his investment entity Bella Vista Enterprises, LLC, purchased a portion of Astra's future allocation of Ballistic Barrier Products, Inc. (BBP) shares. The transaction's stated purpose was to relieve Astra of its immediate judgment exposure while preserving BBP's operations and shielding its officers from potential secondary liability arising from the Wyoming litigation. At the time of this arrangement, Astra was fiscally insolvent, operating without revenue, and relying solely on limited advances and inter-company obligations to sustain minimal operations.

The February 2024 stock transfer between Astra Veda Corporation and Bella Vista Enterprises, LLC reduced Astra's prospective ownership interest in BBP and created significant ambiguity regarding the status of Astra's remaining holdings. The Stock Transfer Agreement, drafted by DWT attorney Andrew Schultheis², clearly identifies the number of contingent BBP shares sold by Astra to Bella Vista and established value³ but does not specify how the remaining shares relate to BBP's total capitalization or the corporation's evolving ownership table. In the months that followed—March, May, and August 2024—BBP appears to have undertaken a series of undisclosed or unrecorded corporate actions that further altered its internal capitalization structure. The debtor has not received

Terms and Conditions and May 6 2021 Resolutions, Mr. Davis held exclusive authority to act on behalf of Ballistic Barrier Products, Inc. until lawful issuance of stock transferred those rights to others.

² (Exhibit A) 2024_05_May_08_Conversion_Stock transfer

³ (Exhibit B) 2024_02_FEB_22_Sale_of_Astra_Veda_BBP_Shares

any formal records of these transactions despite multiple requests⁴. It remains unclear whether Astra's May 2021 SAFE agreement was ever formally converted into equity⁵, under what authority any such conversion may have occurred, and what the final disposition of BBP's capitalization table is at present.

The overall structure and intent of Mr. Baszucki's arrangement⁶ was designed to protect Ballistic Barrier Products, Inc. and its officers from potential exposure to the Eppinga litigation by resolving Astra's court-ordered judgment through a private, asset-based transaction. This structure substituted a direct equity purchase for what would otherwise have been Astra's cash obligation, allowing BBP to avoid entanglement in the Wyoming enforcement proceedings. The funds were transmitted through Bella Vista Enterprises, LLC, Mr. Baszucki's investment vehicle, and recorded as consideration paid for Astra's future ownership interest in BBP, not as operating income to Astra Veda Corporation. As a result, Astra neither benefited from nor controlled the disbursement of these funds; its role was limited to fulfilling its fiduciary and reporting obligations under existing Delaware corporate authority. The transaction ultimately provided temporary relief from the judgment but did not restore Astra's solvency or alter its underlying financial condition, which continued to deteriorate in the months preceding its Chapter 7 filing.

b) Transition to Insolvency and Chapter 7 Filing

In a separate but related transaction, and under circumstances that appeared retaliatory, Penobscot Enterprises International, Inc. (PEI)—the affiliated contracting entity through which Mr. Davis provided fiduciary services—entered into a private stock-sale agreement with Mr. Baszucki, acting through Bella Vista Enterprises, LLC, for approximately 187,500 shares of Ballistic Barrier Products, Inc. (BBP) valued at \$1,150,000. The arrangement effectively ensured that Mr. Davis no longer held any personal ownership interest in BBP. Proceeds from this private sale were loaned to Astra Veda Corporation to maintain its operations as a going concern and to cover critical operational and legal expenses throughout 2024.

However, in October 2024, Mr. Baszucki abruptly ceased payments under the agreement and defaulted on his obligations, redirecting his financial support back toward BBP. This sudden cessation of funding caused an immediate liquidity crisis for PEI and Astra, leaving both corporations unable to meet its contractual obligations or continue paying legal retainers essential to its ongoing litigation and compliance matters. By early 2025, Mr. Davis had exhausted all reasonable efforts to collect

⁴ (Exhibit C) 2024_11_NOV_Request_for_Astra_Share_Cap_Table_Communication

⁵ (Exhibit D) 2024_08_AUG_15_Ballistic_Barrier_Products_Inc_Stockholder_Consent_for_2024_Stock_Option_Plan

⁶ (Exhibit E) 2024 (FEB) Astra Veda Ballistic Barrier Products Inc. Stock Transfer Agreement - signed

outstanding obligations from Ballistic Barrier Products, Inc. With his personal reserves depleted and no additional capital inflows available, Astra Veda Corporation was left without operating funds and was compelled to seek relief through bankruptcy proceedings⁷.

The events culminating in Astra Veda Corporation's insolvency were the direct consequence of external funding defaults and governance disruptions beyond the debtor's control. The following section addresses the legal and fiduciary framework applicable to those events—specifically, the governing Delaware corporate statutes, preexisting contractual authorities, and indemnification provisions that defined Mr. Davis's lawful conduct as Astra's fiduciary and as assignee of Penobscot Enterprises International, Inc.

V. Effect on BBP's Allegations

Although minor errata may exist in Astra Veda Corporation's bankruptcy schedules, the supporting evidence already provided to the Trustee confirms that the questioned receivable amounts and ownership interests reflect actual share-sale agreements and documented loans, not fictitious or inflated assets. When the complete record is reviewed, the appearances relied upon by BBP will show the opposite conclusion from that alleged by its counsel.

Astra's financial collapse was not caused by misrepresentation or mismanagement by Mr. Davis, but by Mr. Baszucki's unilateral cessation of payments, which eliminated Astra's only funding source and triggered its insolvency.

BBP's counsel has sought to characterize verified transactions as "inconsistencies," disregarding the available documentation. The February 2, 2024 Stock Transfer Agreement, authored by DWT attorney Andrew Schultheis, expressly identifies the number of BBP shares sold by Astra Veda Corporation to Bella Vista Enterprises, LLC. The agreement, however, omits any statement showing how Astra's remaining shares correspond to BBP's total capitalization. On December 6, 2024, BBP's president Andrew Finch advised Astra that an updated capitalization table would be supplied by DWT, but no such document was ever produced.

BBP and its counsel have also attempted to portray Mr. Davis as an "apparent embezzler," despite possessing clear documentary evidence of his governance authority and fiduciary primacy under the Delaware choice-of-law framework that governed BBP's incorporation. The 31 March 2021 Non-Binding

⁷ This sequence is supported by (a) the June 2024 PEI-Bella Vista Enterprises Stock Transfer Agreement, executed by Todd Baszucki and Penobscot Enterprises International, Inc., which documents the sale of 187,500 BBP shares for a stated consideration of \$1,150,000; (b) contemporaneous correspondence between Mr. Baszucki and Mr. Davis acknowledging that proceeds would be loaned to Astra Veda Corporation to sustain operations; and (c) an October 2024 default notice and related communications confirming that payments under the agreement were discontinued when Mr. Baszucki redirected financial support to BBP. Collectively, these records establish both the transactional structure and the causal relationship between the default and Astra's ensuing insolvency.

Terms and Conditions, executed by Andrew Finch and Ronald Egres Jr., established the governance and funding structure requiring Mr. Davis's fiduciary oversight as a precondition to BBP's formation and capitalization. The subsequent May 6 2021 Resolutions (000 and 001) reaffirmed that structure and were adopted in full consistency with those terms.

These executed documents collectively demonstrate that Mr. Davis acted within his contractual and legal authority when administering funds and obligations among Astra Veda Corporation, Penobscot Enterprises International, Inc., and BBP. Furthermore, DWT attorney Moe Tangman was provided on April 17, 2025 with the complete evidentiary chronology⁸ of communications and transactions that directly preceded and necessitated Astra's Chapter 7 filing—confirming that BBP's counsel was fully informed of these facts before making their accusations. The Trustee was provided the same copies of Non-Binding Terms and Conditions as well as BBP Resolutions 000 and 001 dated 6 May 2021.

Accordingly, the documentary record and contemporaneous agreements demonstrate that Mr. Davis's actions were fully consistent with his authorized fiduciary duties under Delaware law and that BBP's allegations lack factual or legal support when measured against the governing instruments and evidence already before the Trustee.

VI. Background and Standing

All claims of Penobscot Enterprises International, Inc. ("PEI") — the administrative-service vendor to Astra Veda Corporation ("Astra") — were formally assigned to James M. Davis upon PEI's dissolution in October 2024. Mr. Davis therefore appears in these proceedings as creditor-assignee with standing under 11 U.S.C. § 1109(b). Acting through Astra, Mr. Davis also served as the fiduciary incorporator and administrative agent for Ballistic Barrier Products, Inc. ("BBP"). Following PEI's dissolution filing in Colorado, Mr. Davis continued winding down final accounting through 8 September 2025, which included completion of custodial duties associated with the debtor's Chapter 7 filing.

VII. Fiduciary Authority Under Delaware Law

- a) **Board Power (DGCL § 141(a)) and Officer Appointment (§ 142(a)):** The BBP Resolutions of 6 May 2021 identify Mr. Davis as the sole incorporating director, president, and chairman. No subsequent action lawfully appointed additional directors or officers. Under Delaware law, corporate authority resides in the board so constituted. See *Adams v. Clearance Corp.*, 121 A.2d 302 (Del. Ch. 1956).
- b) **Independent Contractors (DGCL §§ 152–153):** The record shows that Rift Management, Inc. and Egres Enterprises, LLC, managed respectively by Andrew Finch and Ronald Egres Jr., acted

⁸ (Exhibit F) 2025_04_APR_17_DWT_LAW_Details_

as independent contractors rather than equity investors or fiduciaries. They assumed no financial risk in BBP's formation and were guaranteed compensation from funds reserved within one year of incorporation. Each was given view-only access to the Wells Fargo account that held those funds. Their interests were represented through conditional instruments—essentially paper certificates—that did not convert to issued stock until 2024. The circumstances and timing of that SAFE conversion remain subject to factual review.

- c) **Fiduciary Oversight (DGCL § 152):** Mr. Davis's administration of the Wells Fargo working-capital account was undertaken pursuant to his fiduciary obligations under Delaware law, which require that all share issuances and consideration be determined and received under the judgment of the corporation's board or its authorized custodian. As incorporator and fiduciary, Mr. Davis maintained custody of operating funds to ensure that capitalization and contractor payments complied with the governing resolutions and the 31 March 2021 Terms and Conditions. His role was to safeguard capital, verify expenditures, and maintain compliance with Delaware corporate standards — not to exercise personal control or derive personal benefit. The account functioned as a controlled fiduciary mechanism to preserve transparency, fund early operations, and fulfill the payment guarantees made to Mr. Finch and Mr. Egres. See also BBP Resolutions 000 and 001 (May 6 2021) reaffirming this custodial authority.
- d) **Delegated Agency and Indemnification (DGCL § 145)** In February 2023, after Mr. Davis advised "The Partners" that they were expending capital at an unsustainable rate they decided to re-evaluate the March 31, 2021 Terms and Conditions and reviewed the May 6, 2021 Resolutions for the first time. With the influence of Todd Baszucki, Finch and Egres set aside the established governance framework and rewrote BBP's governing documents. Through that process they designated themselves as corporate officers and re-characterized prior fiduciary structures without documented authorization or adherence to Delaware procedure.

The earlier executed agreements — the BBP Term Sheet (March 31 2021), IP & Risk Participation Agreement (May 5 2021), and Independent Contractor Agreement (June 1 2021) — collectively assigned Astra Veda Corporation fiduciary and compliance authority and expressly provided for indemnification under 8 Del. C. § 145. These binding instruments pre-date their 2023 revisions and remain controlling under Delaware law. They cannot be displaced by later, unsupported allegations of misconduct, as they establish the statutory protections afforded to authorized fiduciaries acting in good faith and within the scope of their duties.

Accordingly, the lawful fiduciary chain during the relevant period was:

BBP → Board of Directors (Davis Only) → Administrative Agent (Astra Veda Corporation).

The foregoing record demonstrates that Mr. Davis's standing and fiduciary authority are firmly grounded in law and contract. His role originated under valid Delaware corporate instruments that have never been rescinded, replaced, or lawfully amended. The dissolution of Penobscot Enterprises International, Inc. and the subsequent assignment of its claims to Mr. Davis provide the statutory basis for his creditor standing under 11 U.S.C. § 1109(b), while the Delaware General Corporation Law and the executed 2021 agreements establish his continuing fiduciary authority over BBP's early capitalization and governance. These authorities collectively confirm that Mr. Davis acted within the scope of his lawful duties and that the instruments executed under Delaware law remain binding despite later disputes or unrecorded revisions by other parties.

Having established the lawful basis of Mr. Davis's standing and fiduciary authority under Delaware and federal law, the record now turns to the manner in which those facts have been portrayed in recent filings and correspondence by Ballistic Barrier Products, Inc. and its counsel at Davis Wright Tremaine LLP. The following section addresses how selective characterizations and procedural tactics have obscured the evidentiary record, including issues of service, testimony, and discovery scope now before the Court.

VIII. Mischaracterization by BBP Counsel (Davis Wright Tremaine)**a) Documented History of Service and Cooperation**

In other pending litigation involving another interested creditor (Astra-Davis v. Eppinga-Think Humble), Mr. Davis has consistently demonstrated full cooperation with lawful service. While traveling out of state between October 4 and 6, 2025, Constable Kent Harris of Sullivan County, Tennessee, attempted several times to serve Penobscot Enterprises International, Inc. ("PEI") and its directors—Mr. Davis, Mrs. Davis, and their active-duty service-member son. Upon returning home and discovering the constable's note, Mr. Davis telephoned the officer directly and, rather than await another attempt, drove with Mrs. Davis to the county courthouse to accept service in person. This cooperation is confirmed in Constable Harris's return-of-service record.

This documented history demonstrates a pattern of voluntary and proactive cooperation with lawful process. BBP's narrative suggesting that Mr. Davis "evades service" disregards these facts and omits the surrounding context, including that BBP's own process attempts occurred at night, in a rural area, and while Mr. Davis was known to be traveling. In this instance, Mr. Davis left a note at his residence acknowledging those attempts and requesting service by certified mail—the safest and most verifiable method available under Federal Rule of Civil Procedure 45.

b) Consistency of Statements and Testimony

Throughout all proceedings, including the §341 meeting of creditors on October 14, 2025, Mr. Davis has provided consistent testimony reflecting the following:

1. He is no longer the contractual fiduciary, CEO, or Chairman of Astra Veda Corporation.
2. His engagement through PEI ended in November 2023, though he continued to serve in a custodial capacity until Astra's bankruptcy petition was filed.
3. Todd Baszucki funded the Eppinga judgment, agreed to pay associated legal fees, and entered a separate purchase agreement for PEI's BBP shares, explaining any perceived discrepancies in Astra's financial disclosures.

All of these statements are consistent with the §341 transcript, PEI's dissolution filings, and supporting documentation already provided to the Trustee. Any suggestion of inconsistency arises from selective citation or omission by opposing counsel, not from the evidentiary record itself.

The verified record demonstrates that Mr. Davis has consistently cooperated with lawful process, provided accurate testimony, and supplied full documentation to the Trustee. Assertions by Ballistic Barrier Products, Inc. or its counsel that he has been evasive or inconsistent are unsupported by the procedural history and contradicted by official records already before the Court. Accordingly, these mischaracterizations should be afforded no evidentiary weight in evaluating the propriety of discovery or the scope of the Rule 2004 motions.

Building on this record of cooperation and consistency, the next section addresses Mr. Davis's overall credibility and transparency in responding to the Trustee, the Court, and opposing parties throughout these proceedings.

IX. Credibility and Transparency

Mr. Davis's consistent acceptance of lawful service—in both unrelated litigation and this proceeding—together with his on-record acknowledgment during the October 14, 2025 §341 meeting and his continued willingness to receive certified-mail communications, reflects a pattern of transparency and cooperation with all judicial and administrative processes. Any suggestion to the contrary is unsupported by the record and should be disregarded as argument rather than evidence.

Having established a consistent record of cooperation and good-faith participation, the following section provides a detailed factual and legal response to each alleged inconsistency raised by Ballistic Barrier Products, Inc. and its counsel.

X. Point-by-Point Rebuttal of Alleged Inconsistencies

To assist the Court and the Trustee, Mr. Davis has provided Exhibit G, which contains a concise factual and thoughtful analysis addressing each “inconsistency” asserted by Ballistic Barrier Products, Inc. and its counsel. The exhibit demonstrates that the challenged items arise from differences in timing, context, or procedural posture rather than from any misstatement or omission. Each issue is supported by documentary evidence already in the record and reflects, at most, administrative variations related to Astra Veda Corporation’s transition into Chapter 7 administration.

Having addressed the specific factual issues raised by Ballistic Barrier Products, Inc., the next section examines the procedural use of the Rule 2004 motions and explains why those requests exceed the proper scope of bankruptcy discovery and duplicate matters already pending in related state litigation.

XI. Improper Purpose of the Rule 2004 Motions

The Rule 2004 motions filed by Ballistic Barrier Products, Inc. (Dkt. 12), Todd Baszucki (Dkt. 16), and Disruptive Resources, LLC (Dkt. 23) reiterate allegations that are already the subject of active litigation in California state court involving related parties. Bankruptcy Rule 2004 may not be invoked to circumvent discovery in other forums or to pursue a private litigation agenda unrelated to estate administration. See *In re Enron Corp.*, 281 B.R. 836 (Bankr. S.D.N.Y. 2002). The discovery demanded—including personal financial records, third-party corporate documents, and communications predating Astra Veda Corporation’s fiduciary period—serves no legitimate bankruptcy purpose and risks prejudicing parallel proceedings involving Mr. Eppinga, Mr. Baszucki and associated entities. Such matters properly fall within the oversight of the Chapter 7 Trustee, not private litigants seeking to expand the scope of this Court’s jurisdiction.

In light of these overlapping proceedings and the absence of any demonstrated bankruptcy purpose, the following section proposes reasonable limitations to ensure that discovery remains confined to matters relevant to the estate and subject to the Trustee’s supervision.

XII. Scope and Proposed Limitation

Consistent with the objectives of 11 U.S.C. § 547(b)(4)(B) and § 548, any Rule 2004 examination should be confined to transactions between Astra Veda Corporation, Penobscot Enterprises International, Inc., and Ballistic Barrier Products, Inc. that occurred within the two-year insider preference and fraudulent-transfer period preceding the July 10, 2025 petition date. Requests extending beyond that statutory

window, or seeking information from unrelated third parties, exceed the legitimate scope of estate discovery and risk duplicating matters already addressed in other jurisdictions.

All other inquiries should be referred to the Chapter 7 Trustee for evaluation and oversight to ensure neutrality, protect confidential commercial information, and prevent unnecessary burden or harassment of the creditor-assignee. This measured limitation preserves the Trustee's control over discovery while safeguarding the estate from collateral disputes unrelated to its administration.

With these limitations and safeguards in place, the concluding section sets forth the specific relief requested to ensure that discovery proceeds within the bounds of bankruptcy law, under the Trustee's supervision, and in a manner that preserves fairness to all parties in interest.

XIII. Relief Requested

For the reasons set forth in the Objection (Dkt. 20) and this Supplemental Statement, Mr. Davis respectfully requests that the Court enter an order providing the following relief:

1. Deny the Rule 2004 motions filed by Ballistic Barrier Products, Inc. and related joinders as overbroad and inconsistent with the purposes of Rule 2004; or, alternatively,
2. Limit any examination to transactions occurring within the two-year insider preference and fraudulent-transfer period applicable under 11 U.S.C. §§ 547(b)(4)(B) and 548, and confined to dealings among Astra Veda Corporation, Penobscot Enterprises International, Inc., and Ballistic Barrier Products, Inc.; and
3. Direct that all discovery in this matter be coordinated through Trustee Harvey Sender to ensure neutrality, avoid duplication of effort, and prevent undue burden upon the creditor-assignee and other non-debtor parties.

Mr. Davis appreciates the Court's and the Trustee's attention to these matters and reaffirms his commitment to cooperate fully with all lawful discovery and administrative requirements. His sole objective is to ensure an accurate and transparent record for the benefit of the estate and all of its creditors. He respectfully requests that the Court grant the relief set forth above and such other and further relief as may be just and proper.

XIV. Conclusion

The Chapter 7 petition was filed as an act of fiduciary duty and transparency, not of self-interest. Mr. Davis acted to safeguard creditors, preserve corporate records, and ensure that administration of the estate would occur under the impartial supervision of the Court-appointed Trustee, Harvey Sender.

The record before this Court—including the governing Delaware instruments, executed resolutions, and correspondence previously submitted—confirms that Astra Veda Corporation and Mr. Davis fulfilled their lawful fiduciary roles as administrative agents to Ballistic Barrier Products, Inc. Assertions of inconsistency or non-cooperation are contradicted by documented conduct and established precedent.

The Rule 2004 motions, filed by BBP's principal investor and aligned parties, seek to revisit issues that are the subject of separate state-court litigation and are beyond the proper scope of bankruptcy discovery. Granting the requested protective relief will preserve the integrity of this estate's administration and ensure that discovery proceeds only under the direction of the Trustee and within the boundaries of bankruptcy law.

Accordingly, Mr. Davis respectfully requests that the Court recognize the Chapter 7 filing as made in good faith, decline to credit unsupported allegations, and grant the relief set forth in Section XIII together with such other and further relief as the Court deems just and proper.

Respectfully,

/s/ James Michael Davis

James Michael Davis (Pro Se)
Former Fiduciary & Contract CEO, Astra Veda Corporation
Assignee & Creditor Representative of Penobscot Enterprises International, Inc. (PEI)
Interested Party to the Estate of Astra Veda Corporation
281 Sugar Hollow Trail
Piney Flats, Tennessee 37686
mick.davis@cyber-fi.com

Subject: Stock transfer
Date: Wednesday, May 8, 2024 at 16:50:38 Eastern Daylight Time
From: Andy Finch <andy.finch@ballistic-barrier.com>
To: Brian Walton <Brian@astra-veda.com>, Mick Davis <mick@astra-veda.com>
CC: Jeff Christensen <Jeff.christensen@ballistic-barrier.com>, Todd Baszucki <toddbaszucki@gmail.com>
Category: Astra

Mick and Brian,

We have been preparing our corporate docs to be reviewed by prospective investors and eventually for an exit. One item that needs to be resolved is the stock transferred to Astra by Todd in September of last year: Todd transferred stock to Astra; however, when the transaction took place, Todd was investing via a SAFE. The SAFE(s) had not converted to stock yet, so we are now converting the SAFEs to preferred shares enabling transfer to Astra.

The next step would be to issue Astra stock options or common stock. The stock options do not have value until they are exercised while the stock issuance could create a taxable event for Astra. (No tax guidance intended or given). We are aware of public disclosures made by Astra related to receipt of BBP stock, so this may play into the decision as well.

We would like to get your feedback on how to proceed in the best interest of Astra. Happy to jump on a call with our attorney if you have further questions.

Best regards,

Andy

Exhibit A

Subject: Re: Sale of Astra Veda's BBP Shares
Date: Friday, February 2, 2024 at 11:00:19 Eastern Standard Time
From: Andy Finch <Andy.Finch@ballistic-barrier.com>
To: Todd Baszucki <toddbaszucki@gmail.com>, Mick Davis <mick@astra-veda.com>
CC: Brian Walton <Brian@astra-veda.com>, Andrew Schultheis <AndrewSchultheis@dwt.com>, Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Category: Astra

Gents,

See attached document from Andrew. The stock transfer reflects a \$15M valuation. We need to add information to the signature block and then route for signature.

Thanks,

Andy

From: Todd Baszucki <toddbaszucki@gmail.com>
Date: Friday, February 2, 2024 at 8:41 AM
To: Mick Davis <mick@astra-veda.com>
Cc: Brian Walton <Brian@astra-veda.com>, Andy Finch <Andy.Finch@ballistic-barrier.com>, Andrew Schultheis <AndrewSchultheis@dwt.com>, Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Subject: Re: Sale of Astra Veda's BBP Shares

Wire has been submitted in good faith. Let's execute the remaining settlement issues in kind fashion and move on.

On Friday, February 2, 2024, Mick Davis <mick@astra-veda.com> wrote:

Same Same

From: Todd Baszucki <toddbaszucki@gmail.com>
Date: Friday, February 2, 2024 at 10:30
To: Brian Walton <Brian@astra-veda.com>
Cc: Andy Finch <Andy.Finch@ballistic-barrier.com>, Andrew Schultheis <AndrewSchultheis@dwt.com>, Mick Davis <mick@astra-veda.com>, Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Subject: Re: Sale of Astra Veda's BBP Shares

Yes. That's what I'm referring to. Please confirm same account Mick.

On Friday, February 2, 2024, Brian Walton <Brian@astra-veda.com> wrote:

Would need to go into Astras coffers (not JPI) as it's a sale by Astra and her assets.

Exhibit B

Get [Outlook for iOS](#)

From: Todd Baszucki <toddbaszucki@gmail.com>
Sent: Friday, February 2, 2024 10:23:53 AM
To: Brian Walton <Brian@astra-veda.com>
Cc: Andy Finch <Andy.Finch@ballistic-barrier.com>; Andrew Schultheis <AndrewSchultheis@dwt.com>; Mick Davis <mick@astra-veda.com>; Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Subject: Re: Sale of Astra Veda's BBP Shares

I stand by ready to execute. I assume same account as prior investments?

On Thursday, February 1, 2024, Brian Walton <Brian@astra-veda.com> wrote:

Andy,

Thank you. Yes, let's please make sure everything is accurate.

Brian

From: Andy Finch <Andy.Finch@ballistic-barrier.com>
Sent: Thursday, February 1, 2024 5:42 PM
To: Brian Walton <Brian@astra-veda.com>; Andrew Schultheis <AndrewSchultheis@dwt.com>; Mick Davis <mick@astra-veda.com>; Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Cc: Todd Baszucki <toddbaszucki@gmail.com>
Subject: Re: Sale of Astra Veda's BBP Shares

Brian,

Jeff C and I are sharing the cap table with Andrew with the final numbers. Your email is close, but not exact.

Thanks,

Exhibit B

Andy

From: Brian Walton <Brian@astra-veda.com>
Date: Thursday, February 1, 2024 at 3:37 PM
To: Andrew Schultheis <AndrewSchultheis@dwt.com>, Mick Davis <mick@astra-veda.com>, Andy Finch <Andy.Finch@ballistic-barrier.com>, Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Cc: Todd Baszucki <toddbaszucki@gmail.com>
Subject: Sale of Astra Veda's BBP Shares

In talking with all parties involved, Todd is prepared to execute and wire funds tomorrow.

Andrew,

We need a contract written up between Todd and Astra Veda whereby Todd will purchase \$1M worth of Astra's BBP shares at a \$15M valuation—if my math is correct that would be 6.67% of Astra Veda's 15% (leaving Astra with 8.33%).

Hopefully, we can get this done by early tomorrow so Astra/Todd can execute and funds can be wired prior to 2PM Eastern so it hits same day. If so, we can facilitate with Scott Gibson on getting the check out to pay the judgment ASAP.

Please let me know what you need on our end to help facilitate this timeline.

v/r

Brian

Exhibit B

Mick Davis

Subject: Re: Communication
Date: Friday, December 6, 2024 at 11:45:17 Eastern Standard Time
From: Andy Finch <Andy.Finch@ballistic-barrier.com>
To: Mick Davis <mick@astra-veda.com>, Ron Egres <egresrg@outlook.com>, Ron Egres <egresrg@gmail.com>, Ron Egres <Ron@ballistic-barrier.com>, Andy Finch <andyfinch@rmigrowth.com>
Category: Astra

Mick,

Andrew will be providing an update for you.

Best regards,

Andy

From: Mick Davis <mick@astra-veda.com>
Date: Friday, December 6, 2024 at 9:35 AM
To: Ron Egres <egresrg@outlook.com>, Ron Egres <egresrg@gmail.com>, Ron Egres <Ron@ballistic-barrier.com>, Andy Finch <andyfinch@rmigrowth.com>, Andy Finch <Andy.Finch@ballistic-barrier.com>
Subject: FW: Communication

Astra requested a copy of the capitalization table multiple times and reached out to the last known legal representative without any response whatsoever.

Who is BBP legal representative for process service?

From: Andy Finch <Andy.Finch@ballistic-barrier.com>
Date: Tuesday, November 19, 2024 at 13:47
To: Mick Davis <mick@astra-veda.com>, Jeff Ballard <Jeff@camfieldadvisors.com>
Cc: Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Subject: Communication

Mick and Jeff,

My apologies for the lack of communication regarding status of Ballistic Barrier Products. As shareholders of the company, updates on the health and status at least yearly should be expected. My goal is to provide an annual update by the end of January each year to include the results from prior year and plan for the coming year.

Let's start with something to celebrate: We are on track to ship over \$1M in revenue this year. This

Exhibit C

is a huge milestone for our small manufacturing company. We have happy customers indicated by follow-on orders for additional product. We have completed installs in schools, private residences monitored by the Secret Service, Department of Energy, and an industrial manufacturing facility.

There have also been challenges. Sales in 2024 have taken longer than expected. We have had problems collecting payments for delivered work making our finances even more difficult. The management team has gone without pay for most of the year as a result. There is reason for hope with several orders on the horizon, but it will be essential for us to secure new business this calendar year to continue operations in 2025.

A more detailed report will be provided in January. Between now and then, I wish you all Happy Holidays!

Best regards,

Andy Finch
President
(833) 285-5380 Office
(509) 869-7016 Mobile
[Ballistic Barrier](#)

Subject: Ballistic Barrier Products, Inc. – Stockholder Consent for 2024 Stock Option Plan Agreement Exchange Canceled

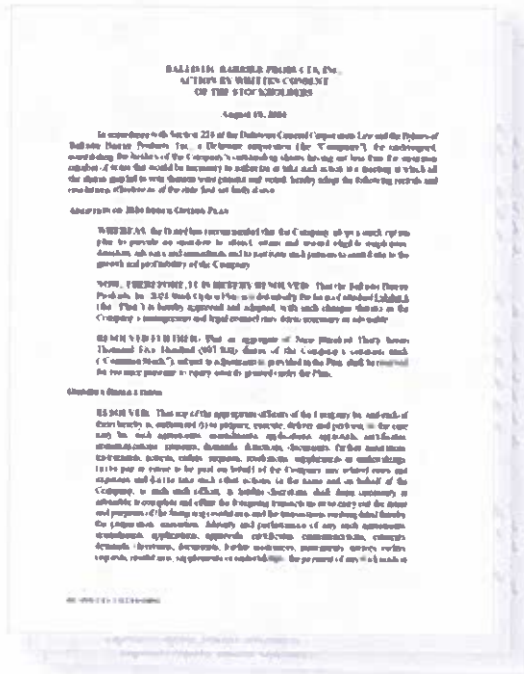
Date: Thursday, August 22, 2024 at 08:57:19 Eastern Daylight Time

From: Adobe Sign <adobesign@adobesign.com>

To: Mick Davis <mick.davis@cyber-fi.com>



Adobe Acrobat Sign



Ballistic Barrier Products, Inc. – Stockholder Consent for 2024 Stock Option Plan Agreement Exchange Canceled

Reason: Will not sign this document: Repeat of previous answer. I do not consent. See andrewschultheis@dw.com for details.

Document Title: Ballistic Barrier Products, Inc. – Stockholder Consent for 2024 Stock Option Plan
Status: Canceled

Parties:

Jefferey Ballard (jeff@camfieldadvisors.com)

mick.davis@cyber-fi.com

Todd Baszucki (toddbaszucki@gmail.com)

Andrew Finch (Ballistic Barrier Products Inc)

Ronald Egres Jr. (ron@ballistic-barrier.com)

At your request, Adobe Acrobat Sign has terminated the agreement exchange for **Ballistic Barrier Products, Inc. – Stockholder Consent for 2024 Stock Option Plan**. All parties who have participated in the transaction have been notified accordingly, and the document has been deleted from all parties' Adobe Acrobat Sign accounts.

To ensure that you continue receiving our emails, please add adobesign@adobesign.com to your address book or safe list.

[Terms of Use](#) | [Report Abuse](#)

Exhibit D

STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (the “**Agreement**”) is made and entered into as of February 2, 2024, by and between Astra Veda Corporation (the “**Transferor**”) and Bella Vista Enterprises, LLC (the “**Transferee**”). In addition, Ballistic Barrier Products Inc., a Delaware corporation (the “**Company**”), is party hereto for certain limited purposes set forth below.

Prior to the date hereof, Transferee transferred to Transferor the right to acquire 1,125,000 shares of Company stock to be issued at a future date pursuant to a Simple Agreement for Future Equity (a “**SAFE**”).

Transferor now desires to sell back to the Transferee, and the Transferee desires to purchase from the Transferor, the right to acquire 500,000 shares of Company stock at a future date pursuant to the SAFE (the “**Shares**”), on the terms and conditions set forth below, following which Transferor will retain the right to acquire 625,000 shares of Company stock at a future date pursuant to the SAFE. Accordingly, the parties hereto agree as follows:

1. TRANSFER OF STOCK.

1.1 Transfer. At the Closing (as defined below) Transferor shall assign, transfer and convey to the Transferee, and the Transferee shall receive from Transferor, the right to acquire the Shares, free and clear of all Encumbrances (as defined below) for an aggregate purchase price of \$1,000,000 (the “**Purchase Price**”).

1.2 Closing. The closing of the transactions contemplated herein (the “**Closing**”) shall take place by the exchange of documents and signatures and the payment of the Purchase Price on the date hereof, or at such other time and place as the Transferor, the Transferee and the Company may agree.

1.3 Stock Power and Transfer. Each of the parties agrees that this Agreement shall constitute a stock power or other necessary authorization to transfer, as the case may be, authorizing the Company to record on its books and records the transfers of the SAFE from the Transferor to the Transferee without the need for an executed stock certificate or separate stock power or stock assignment document. Notwithstanding the foregoing, each of the parties will execute and deliver such other instruments of transfer as the Company may reasonably request in connection with the transactions effected hereby.

2. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR. The Transferor represents and warrants to the Transferee and the Company that:

2.1 Title to SAFE. The Transferor has, and the Transferee is acquiring hereunder, good title to, the right to acquire the Shares pursuant to the SAFE free and clear of any lien, encumbrance, claim, pledge, restriction on sale or transfer or right or option to purchase (collectively “**Encumbrances**”). The Transferor acknowledges that after the consummation of the transactions contemplated hereby, Transferor’s only interest in the Company will be the right to acquire 625,000 shares of Company stock pursuant to the SAFE.

2.2 Authority; Binding Agreement. The Transferor has the requisite power and authority to execute and deliver this Agreement and to perform the Transferor's obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Transferor and constitutes the legal and binding obligation of the Transferor, enforceable against the Transferor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 No Conflict. The execution and delivery of this Agreement by the Transferor, the performance by the Transferor of the Transferor's obligations pursuant to this Agreement, and the consummation of the transactions contemplated hereby will not result in a breach by the Transferor of, or constitute a default by the Transferor, under any agreement, instrument, decree, law, judgment or order to which the Transferor is a party, to which the properties of the Transferor may be subject, or by which the Transferor may be bound, result in the creation of any Encumbrances on the SAFE or the Shares, other than Encumbrances that have been created by the Transferee or restrictions imposed by securities laws.

2.4 Compliance. The Transferor has complied with all procedures and requirements necessary to validly transfer the right to acquire the Shares pursuant to the SAFE to the Transferee hereunder pursuant to and in accordance with any agreements between Transferor and the Company, the Company's Articles of Incorporation, Bylaws or otherwise.

2.5 Receipt of Information. The Transferor acknowledges that the Transferor is aware of the Company's business, affairs and financial condition and has received all the information that the Transferor considers material, necessary or appropriate in determining whether to transfer the right to acquire the Shares pursuant to the SAFE and further acknowledges that such information is sufficient to allow the Transferor to reach an informed decision to transfer the right to acquire the Shares pursuant to the SAFE. Transferor has had an opportunity to ask questions and receive answers regarding the business, properties, prospects and financial condition of the Company; provided that Transferor acknowledges that the Company is not making any representations or warranties in connection with any such information or otherwise with respect to the transactions contemplated by this Agreement. The Transferor hereby acknowledges that the Transferor has had an opportunity to review this Agreement with Transferor's own legal counsel and that Transferor has not relied on any representation or statement of, or made by, the Transferee or the Company or their respective representatives in making the Transferor's investment decision in transferring the right to acquire the Shares pursuant to the SAFE other than the representations and warranties expressly set forth herein. The Transferor acknowledges that the SAFE provides for the issuance of Company shares only upon the occurrence of certain events that may never occur, and that it is possible that Company shares will never be issued to Transferor pursuant to the SAFE.

2.6 Securities Laws Matters. The Transferor is an "accredited investor" as that term is defined in Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"). The Transferor understands that if Company shares are issued, they must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from

registration is otherwise available. Moreover, the Transferor understands that the Company is under no obligation to register any Company shares. In addition, the Transferor understands that the certificate evidencing Company shares will be imprinted with a legend which prohibits the transfer of Company shares unless they are registered, or such registration is not required in an opinion of counsel reasonably acceptable to the Company.

2.7 Experience and Risk. The Transferor is an experienced investor, with experience in evaluating and investing in early and developing stage companies sufficient to enable the Transferor to evaluate the merits, and assess the risk, of a disposition of the right to acquire the Shares pursuant to the SAFE. The Transferor understands that the Company is still in the developing stage, with a developing business model, and a disposition of the right to acquire the Shares pursuant to the SAFE and the Shares could result in a loss of future value.

2.8 Tax Consequences. The Transferor has reviewed with the Transferor's own tax, accounting, and legal advisors the U.S. federal, state, local and foreign tax consequences of this transfer of the right to acquire the Shares pursuant to the SAFE and the other transactions contemplated by this Agreement. The Transferor is relying solely on such advisors and not on any statements or representations of the Company, the Transferee or any of their respective agents. The Transferor acknowledges that **Davis Wright Tremaine LLP** is representing only the Company in such transactions and has provided no advice to the Transferor in connection with this Agreement. The Transferor understands that the Transferor (and not the Company or the Transferee) shall be responsible for any tax liability that the Transferor may incur as a result of the transactions contemplated by this Agreement.

2.9 No Company Representations. The Transferor acknowledges that the Company is not making any representations or warranties with respect to the transactions contemplated by this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF TRANSFEEE. The Transferee represents and warrants to Transferor and the Company that:

3.1 Authority; Binding Agreement. The Transferee has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Transferee and constitutes the legal and binding obligation of the Transferee, enforceable against the Transferee in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 Receipt of Information. The Transferee is aware of the Company's business, affairs and financial condition and has received all the information that the Transferee considers material, necessary or appropriate in determining whether to acquire the right to acquire the Shares pursuant to the SAFE and further acknowledges that such information is sufficient to allow the Transferee to reach an informed decision to acquire the right to acquire the Shares pursuant to the SAFE. The Transferee has had an opportunity to ask questions and receive answers regarding the business, properties, prospects, and financial condition of the Company; provided

that the Transferee acknowledges that the Company is not making any representations or warranties in connection with any such information or otherwise with respect to the transactions contemplated by this Agreement. Transferee acknowledges that the Transferee has had the opportunity to review this Agreement with Transferee's own legal counsel and that Transferee has not relied on any representation or statement of, or made by, the Transferor or the Company or their respective representatives in making the Transferee's investment decision in purchasing the right to acquire the Shares pursuant to the SAFE other than the representations and warranties expressly set forth herein.

3.3 Securities Laws Matters. The Transferee is acquiring the right to acquire the Shares pursuant to the SAFE for the Transferee's own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act of 1933, as amended (the "**Securities Act**") in violation of securities laws. The Transferee is an "accredited investor" as that term is defined in Rule 501 under the Securities Act. The Transferee confirms that neither Transferee nor, if applicable, any of Transferee's directors, executive officers, general partners or managing members, nor any person that would be deemed a beneficial owner of the Shares (in accordance with Rule 506(d) of the Securities Act) is subject to any bad actor disqualification described in Rule 506(d)(1)(i) through (viii) under the Securities Act. The Transferee acknowledges that the SAFE provides for the issuance of the Shares only upon the occurrence of certain events that may never occur, and that it is possible that the Shares will never be issued to Transferee pursuant to the SAFE. The Transferee understands that if the Shares are issued, they must be held indefinitely unless subsequently registered under the Securities Act or unless an exemption from registration is otherwise available. Moreover, the Transferee understands that the Company is under no obligation to register the Shares. In addition, the Transferee understands that the certificate evidencing the Shares will be imprinted with a legend which prohibits the transfer of the Shares unless they are registered, or such registration is not required in an opinion of counsel reasonably acceptable to the Company.

3.4 Experience and Risk. The Transferee is an experienced investor, with experience in evaluating and investing in early and developing stage companies sufficient to enable the Transferee to evaluate the merits, and assess the risk, of an investment in the right to acquire the Shares pursuant to the SAFE. The Transferee understands that the Company is still in the developing stage, with a developing business model, and an investment in the right to acquire the Shares pursuant to the SAFE and in the Shares involves a high degree of risk.

3.5 Tax Consequences. The Transferee has reviewed with the Transferee's own tax, accounting, and legal advisors the U.S. federal, state, local and foreign tax consequences of this transfer of the right to acquire the Shares pursuant to the SAFE and the other transactions contemplated by this Agreement. The Transferee is relying solely on such advisors and not on any statements or representations of the Company, the Transferee or any of their respective agents. The Transferee acknowledges that **Davis Wright Tremaine LLP** is representing only the Company in such transactions and has provided no advice to the Transferee in connection with this Agreement. The Transferee understands that the Transferee (and not the Company or any Transferor) shall be responsible for any tax liability that the Transferee may incur as a result of the transactions contemplated by this Agreement.

3.6 No Company Representations. The Transferee acknowledges that the Company is not making any representations or warranties with respect to the transactions contemplated by this Agreement.

4. TRANSFER RESTRICTIONS AND LEGENDS

4.1 Securities Laws. In addition to any other restrictions on transfer under applicable law or set forth in any agreement to which the Transferor or the Transferee, as applicable, is or becomes a party, each of the Transferor and the Transferee agrees not to make any disposition of all or any portion of the right to acquire Company shares pursuant to the SAFE or Company shares unless (i) there is a registration statement under the Securities Act covering the proposed disposition and the disposition is made in accordance with the registration statement or (ii) the Transferor or Transferee, as applicable, has notified the Company of the proposed disposition and the Company is reasonably satisfied that the disposition will not require registration of such shares under the Securities Act.

4.2 Market Stand-Off. Each of the Transferor and the Transferee agrees in connection with any registration of the Company's securities under the Securities Act or other public offering that, upon the request of the Company or the underwriters managing any registered public offering of the Company's securities, Transferee will not sell or otherwise dispose of any Company shares without the prior written consent of the Company or such managing underwriters, as the case may be, for a period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration requested by such managing underwriters and subject to all restrictions as the Company or the managing underwriters may specify for stockholders generally. Further, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news, or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, if required by the underwriters or the Company, the restrictions imposed by this Section 4.2 shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. For purposes of this Section 4.2, the term "Company" shall include any wholly-owned subsidiary of the Company into which the Company merges or consolidates. In order to enforce the foregoing covenant, the Company shall have the right to place restrictive legends on the certificates representing the Company shares subject to this Section and to impose stop transfer instructions with respect to the Company shares until the end of such period. Each of the Transferor and the Transferee further agrees that the underwriters of any such public offering shall be third party beneficiaries of this Section 4.2 and agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing.

4.3 Legends. Each of the Transferor and the Transferee authorizes the Company and its agents to place on any certificate or other evidence of ownership of Company shares that Transferor or Transferee, as applicable, may acquire hereunder, legends required by (i) the Company's Articles of Incorporation or Bylaws, (ii) any other agreement affecting Company shares between the Transferor or Transferee and the Company, and (iii) any other legends that may be required by state or federal securities laws.

4.4 Stop-Transfer Instructions. Each of the Transferor and the Transferee agrees that, in order to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

4.5 Refusal to Transfer. Each of the Transferor and the Transferee acknowledges that the Company will not be required (i) to transfer on its books any the right to acquire Company shares pursuant to the SAFE or any Company shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or any agreement among the Company and the shareholders then in effect or (ii) to treat as owner of such right to acquire the Company shares pursuant to the SAFE or any underlying Company shares, or to accord the right to vote or pay dividends, to any purchaser or other purchaser to whom such right to acquire Company shares pursuant to the SAFE or any underlying Company shares have been so transferred.

5. MISCELLANEOUS.

5.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any right to acquire Company shares pursuant to the SAFE or any Company shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.2 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by and construed under the laws of the State of Delaware without regard to principles relating to conflicts of law.

5.3 Amendment. Any term of this Agreement may be amended only by the written consent of each of the parties hereto.

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

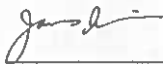
5.5 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision or provisions were so excluded and shall be enforceable in accordance with its terms.

5.6 Entire Agreement. This Agreement, any exhibits, and schedules hereto, and any other documents referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants, and agreements except as specifically set forth herein and therein.

IN WITNESS WHEREOF, the parties hereto have executed this STOCK TRANSFER AGREEMENT as of the date first above written.

TRANSFEROR:

Astra Veda Corporation

By: 
Name: James Michael Davis
Title: Chairman and CEO

Address: 12361 East Cornell Ave
Aurora, CO 80014

Email: mick.davis@astra-veda.com

TRANSFeree:

Bella Vista Enterprises, LLC

By: 
Name: Todd Baszucki
Title: Managing Member

Address: 395 Del Monte Center, #306
Monterey, CA 93940

E-mail: toddbaszucki@gmail.com

COMPANY:

BALLISTIC BARRIER PRODUCTS INC.,
a Delaware corporation

By: 
Name: Andrew Finch
Title: President

Address: 108 Ashe Street
Johnson City, TN 37604

E-mail: andy.finch@ballistic-barrier.com

From: Mick Davis mick@astra-veda.com 
Subject: Deets and Receipts
Date: April 17, 2025 at 08:32
To: Mainak D' Attaray mdattaray@dattaraylaw.com, Tangman, Moe MoeTangman@dwt.com
Cc: Mick Davis mick.davis@cyber-fi.com

MD

defective BBP Reconciliation of Wells Fargo Bank Statement Ma... 229 KB 	Overview of Reconciliation Errors by BBP.pdf 396 KB 
Reconciliation BBP Summary 2025.pdf 89 KB 	Reconciliation of BBP SAFE Deposits.pdf 66 KB 
Reconciliation of Wells Fargo Bank Statement 2021.pdf 86 KB 	Reconciliation of Wells Fargo Bank Statement 2022.pdf 
Reconciliation of Wells Fargo Bank Statement 2023.pdf 90 KB 	BBP assuming all financial liability and legal fees for Disruptive Ca... 39 KB 

Mick Davis

Subject: Re: Remaining payments to Astra
Date: Sunday, December 17, 2023 at 22:20:06 Eastern Standard Time
From: Todd Baszucki <toddbaszucki@gmail.com>
To: Andy Finch <andy.finch@ballistic-barrier.com>
CC: Jeff Christensen <Jeff.christensen@ballistic-barrier.com>
Category: Legal, Bankruptcy

Let's open this discussion up, shall we...

On Sunday, December 17, 2023, Andy Finch <Andy.Finch@ballistic-barrier.com> wrote:
Gents,

See email below. Given the \$650K that they still owe us per the SAFE documents after covering service fees for August, September, and October; I'm surprised they are trying to get payment for three months of service

Exhibit F

EXHIBIT G – REBUTTAL TO BBP ALLEGATIONS OF INCONSISTENCY

NO.	BBP / DWT ALLEGATION	CLARIFIED FACTS & LEGAL RESPONSE (DAVIS POSITION)
1	<i>Astra failed to list BBP as a creditor; instead it listed BBP owing Astra \$625,451.</i>	The \$625,451 figure reflected outstanding receivables with documentation provided to the Trustee. The reconciliation schedule was accurate as of the petition date and documented a real unpaid obligation, not an unproven reversal error as suggested.
2	<i>Astra's 10.4 % ownership interest in BBP is inaccurate and unsupported.</i>	This is an uncertain estimate as provided in sworn testimony. The September 7, 2024 BBP recorded Board Minutes show a 15% entry represented Astra's allocated equity stake under executed SAFE and share-purchase arrangements. The valuation came from internal capitalization statements by Andy Finch and Mr. Baszucki's stock trading associate Brian Walton in contemporaneous BBP disclosures. Any later dilution or default by Bella Vista explains variances—not misstatement.
3	<i>The \$2 million Penobscot claim should list Davis personally, not PEI.</i>	PEI was creditor-of-record when schedules were filed. Its dissolution and subsequent assignment of claims to Davis occurred after the petition and the normal accounting "winding down" period reflect normal practices before final termination, which does not retroactively alter the accuracy of the original filing. Trustee Sender has been notified of the assignment for record adjustment.
4	<i>Davis testified he lacked documentation of Astra's BBP interest.</i>	Davis testified that sufficient evidence of the "asset" was not in his possession. The records establishing the interest were maintained through BBP records and archives and verified to the best of his knowledge before filing. His statement reflected memorialized access issues, not absence of proof.
5	<i>Davis avoided or delayed service of BBP's Rule 2004 subpoenas.</i>	Davis accepted service "on the record" at the Oct 14 §341 meeting and requested delivery by certified mail for security and verification. BBP's simultaneous nighttime rural service attempts while Davis was traveling do not equate to evasion. He has since confirmed acceptance in writing to all counsel and the Trustee.

EXHIBIT G – REBUTTAL TO BBP ALLEGATIONS OF INCONSISTENCY

6	<i>Seeking to limit discovery contradicts claims of transparency.</i>	The proposed limits sought proportionality under Fed. R. Civ. P. 26(c), not secrecy. Davis simply requested that discovery focus on transactions relevant to Astra’s estate rather than a limitless “fishing expedition.” Fairness to all and transparency remains his stated and demonstrated intent.
7	<i>Restricting discovery to a one-year lookback is inconsistent with full disclosure.</i>	Rule 2004 discovery is not automatically five years; Davis’s proposal followed statutory avoidance lookbacks (§§ 547–548). The limitation was a legal argument on scope—not an attempt to hide records—and does not conflict with his cooperation and limits the burden of the “last man standing.”
8	<i>Davis signed as CEO/Chairman but later denied holding that title.</i>	Davis acted as Astra’s custodian when filing. He should have used to title, “former CEO.” It is his understanding that upon filing Chapter 7, all management authority transferred to Trustee Harvey Sender, leaving him only as a cooperating former fiduciary and creditor representative. The title discrepancy was purely procedural, not substantive.
9	<i>Davis failed to meet and confer before filing his objection to the BBP Motion for Rule 2004 Examination and subpoena for production of non-debtor financials</i>	Because examinations under Bankruptcy Rule 2004 are authorized only by order of the Court and conducted under the Trustee’s supervision , they are not subject to the informal “meet-and-confer” procedures that govern ordinary civil discovery. Mr. Davis, as a creditor-assignee and non-debtor party, has no independent discovery obligations apart from the Trustee’s direction. The filing of objections and a request for protective relief therefore constitutes the proper procedural response, and no separate conference with counsel was required.

CERTIFICATE OF SERVICE

I hereby certify that on day of this certificate, a true and correct copy of the foregoing Objection and Motion for Protective Order, Notice of Appearance, and this Certificate of Service was served upon the parties listed below by the method indicated.

VIA CM/ECF Electronic Notice:

Robertson B. Cohen

Cohen & Cohen, P.C.
1720 S. Bellaire St. Ste. 205
Denver, CO 80222
Phone: 303-933-4529
Email: rcohen@cohenlawyers.com

Attorney for Debtor

Timothy L. Woznick

Crowley Fleck PLLP
PO Box 394
Cheyenne, WY 82003
Phone: 307-772-4861
Email: twoznick@crowleyfleck.com

Attorney for Scott Eppinga

U.S. Trustee

Byron G. Rogers Federal Building
1961 Stout St., Ste. 12-200
Denver, CO 80294
Phone: 303-312-7230
Email: USTPRegion19.DV.ECF@usdoj.gov

U.S. Trustee

VIA U.S. Mail:

DATED this 27th day of October 2025

Respectfully submitted,

/s/ James M Davis

James Michael Davis

Creditor and Assignee of Penobscot Enterprises' Claims
281 Sugar Hollow Trail
Piney Flats, TN 37686
Email: Mick.Davis@cyber-fi.com
Phone: (303) 881-4182

Pro Se

Harvey Sender

Sender & Smiley, LLC.
600 17th Street, Ste. 2800 South
Denver, CO 80202
Phone: 303-454-0525
Email: HSender@Sendersmiley.com

Trustee

Amalia Y. Sax-Bolder

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Ste. 2900
Denver, CO 80202
Phone: 303-223-1100
Email: asax-bolder@bhfs.com

Attorney for Todd Baszucki

Suzanne Daigle

920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
Tel: (206) 622-3150
Fax: (206) 757-7700
Email: suzannedaigle@dwt.com

Attorney for Ballistic Barrier Products, Inc.